

PROJECT AGREEMENT FOR THE NATIONAL CORONIAL INFORMATION SYSTEM (NCIS)

An agreement between:

- the Commonwealth of Australia; and
- the State of Victoria.

The output of this project will be the administration, maintenance and improvement of the national coronial data storage and retrieval system.

Project Agreement for National Coronial Information System (NCIS)

OVERVIEW

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA FFR) and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the IGA FFR.

Purpose

2. This Agreement will support the delivery of a national coronial data storage and retrieval system, and the production of annual mortality reports to the Commonwealth Department of Health each financial year from 2020-21 to 2024-25.

Reporting Arrangements

3. The State of Victoria will report annually against the agreed milestones during the operation of this Agreement, as set out in Part 4 – Project Milestones, Reporting and Payments.

Financial Arrangements

4. The Commonwealth will provide an estimated total financial contribution to the State of Victoria up to \$2.094 million (GST exclusive) in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

PART 1 – FORMALITIES

5. This Agreement constitutes the entire agreement for this project.

Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the State of Victoria (Victoria).

Term of the Agreement

7. This Agreement will commence following the Commonwealth and Victoria signing this Agreement, but no earlier than 1 July 2020 and will expire on 30 June 2025 or on completion of the project, including final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.

PART 2 – PROJECT OUTPUTS

Outputs

8. The outputs of this Agreement will be:

- (a) Administration, maintenance and improvement of the data storage and retrieval system of coronial information including the provision of support and training to NCIS users in coronial offices to facilitate their access to NCIS data, to:
 - (i) assist coroners in their role as death investigators; and
 - (ii) provide an early warning system for hazard identification including the provision of subscription services; and
- (b) production of annual Mortality Data Reports.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

- 9. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against milestones in the administration, maintenance and delivery of the NCIS under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
 - (b) providing a consequent financial contribution to Victoria to support the implementation of this Agreement.

Role of Victoria

- 10. Victoria will be responsible for:
 - (a) providing a financial or in-kind contribution to support the implementation of this Agreement;
 - (b) all aspects of delivering on the project outputs set out in this Agreement;
 - (c) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments;
 - (d) increasing data quality and validity systems to establish reliability, consistency and integrity of the NCIS data;
 - (e) ensuring database security and integrity to prevent unauthorised access of the NCIS data;

Shared roles

- 11. The Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, by ensuring that notification will be provided of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

Role of other States and Territories

- 12. Under a Memorandum of Understanding for the National Coronial Information System (MoU) signed on 11 February 2014, to which New South Wales, Queensland, Western Australia, South Australia, Tasmania; the Australian Capital Territory and the Northern Territory are parties, those jurisdictions are responsible for:

- (a) providing a financial contribution to support the operation of the NCIS;
- (b) providing representation on the NCIS Board of Management as described in the MoU;
- (c) complying with the licence agreement with the Victorian Department of Justice and Community Safety that permits the transfer of coronial information for storage and dissemination via the NCIS;
- (d) transferring information to the NCIS in accordance with State and Federal privacy legislation; and.
- (e) the Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, by ensuring that prior notification is provided regarding any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

Role of the NCIS Board of Management

12. The role of the NCIS Board of Management is described in the MoU and includes the following responsibilities:
- (a) overseeing and ensuring strong governance of the NCIS including the effective implementation of appropriate risk management measures;
 - (b) setting the strategic vision and objectives of the NCIS including through the endorsement of a strategic plan;
 - (c) monitoring expenditure and use of resources in the operation of the NCIS;
 - (d) ensuring that all legal and financial responsibilities are complied with and that an audit report is prepared annually;
 - (e) ensuring maintenance and fostering of the NCIS' relationships with stakeholders.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

13. The following table summarises the milestones for the project, due dates and payments. The Commonwealth will make the payment subject to the reports demonstrating the milestones have been met, received and accepted.

Table 1: Performance requirements, reporting and payment summary

Outputs	Performance milestones	Report due	Payment
Maintenance and improvement of the data storage and retrieval system of coronial information and provision of annual mortality data reports for publication	<u>Financial year 2020-2021</u> Acceptance by the Commonwealth of: July 2020 – April 2021 NCIS performance report 1 <ul style="list-style-type: none"> ▪ 2018 Drug Mortality data report ▪ 2018 Injury mortality data report ▪ 2018 Intentional self-harm mortality data report 	1 May 2021	\$406,000
	<u>Financial year 2021-2022</u> Acceptance by the Commonwealth of: May 2021 – April 2022 NCIS performance report 2 <ul style="list-style-type: none"> ▪ 2019 Drug Mortality data report ▪ 2019 Injury mortality data report ▪ 2019 Intentional self-harm mortality data report 	1 May 2022	\$412,000
	<u>Financial year 2022-2023</u> Acceptance by the Commonwealth of: May 2022 – April 2023 NCIS performance report 3 <ul style="list-style-type: none"> ▪ 2020 Drug Mortality data report ▪ 2020 Injury mortality data report ▪ 2020 Intentional self-harm mortality data report 	1 May 2023	\$419,000
	<u>Financial year 2023-2024</u> Acceptance by the Commonwealth of: May 2023 – April 2023 NCIS performance report 4 <ul style="list-style-type: none"> ▪ 2021 Drug Mortality data report ▪ 2021 Injury mortality data report ▪ 2021 Intentional self-harm mortality data report 	1 May 2024	\$425,000
	<u>Financial year 2024-2025</u> Acceptance by the Commonwealth of: May 2024 – April 2025 NCIS performance report 5 <ul style="list-style-type: none"> ▪ 2022 Drug Mortality data report ▪ 2022 Injury mortality data report ▪ 2022 Intentional self-harm mortality data report 	1 May 2025	\$432,000

14. If a milestone is met in advance of the due date, where the relevant performance report demonstrates that the milestone has been met, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.

Reporting arrangements

15. Victoria will provide performance reports in accordance with Table 1 during the operation of the Agreement. Each performance report is to contain a description of actual performance in the period to date against the project milestones.

- (a) a description of actual performance of the NCIS for the period to which it relates, against Project Outputs;
 - (b) details of any matters that have arisen which could adversely impact on the delivery of the output, and how Victoria proposes to resolve this/these matter(s); and
 - (c) promotional activities undertaken in relation to, and media coverage of, the project during the reporting period and any promotional opportunities expected to arise during the next reporting period.
16. Victoria will provide mortality data reports in accordance with Table 1 during the operation of the Agreement. Victoria will draft these reports in consultation with personnel from the relevant drug, suicide and injury policy areas of the Health. Victoria will submit draft report outlines to Health for comment, and will build on previous mortality data reports to continue time series data and allow trends to be identified over time. Each report will include a breakdown of the age and gender of the deceased, a brief analysis of the data and relevant recommendations made by the coroner:
- (a) **Drug mortality data reports** will provide a brief overview of specified drug related deaths reported to the coroner in the specified year. Each report will include a two (2) page section each on deaths relating to, at a minimum: Alcohol, Amphetamines, Benzodiazepines, Cannabis and Cannabinoids, Cocaine, Heroin, Opioids narcotics, and new and emerging drugs if relevant and as agreed between the NCIS Manager and the Department. Each report will include information on polydrug use, and whether the drug made a primary or secondary contribution to death.
 - (b) **Intentional self-harm mortality data reports** will provide a brief overview of specified mental health mortality reported to the coroner in the specified year. The scope of each report will be as agreed between the NCIS Manager and Health and is likely to include mental health related deaths Foo-Fgg and suicide – intentional harm X6o-X84.
 - (c) **Injury mortality data reports** will provide a brief overview of specified injury related deaths reported to the coroner in the specified year. The content will include a two (2) page section on each of the following: falls deaths; burns deaths; injury deaths in rural and remote areas, injury deaths occurring on farms; injury deaths involving off-road motorcycles/vehicles; and alcohol related injury deaths.

PART 5 – FINANCIAL ARRANGEMENTS

- 17. The Commonwealth will provide an estimated total financial contribution to Victoria of \$2.094 million in respect of this Agreement. All payments are GST exclusive.
- 18. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.
- 19. The Commonwealth's and Victoria's estimated financial contributions to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, are shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	2020-21	2021-22	2022-23	2023-24	2024-25	Total
Estimated total budget^(a)	1.202	1.208	1.215	1.221	1.228	\$6.074
National Partnership Payments under this Agreement	0.406	0.412	0.419	0.425	0.432	\$2.094
Other Commonwealth contributions ^(b)	0.190	0.190	0.190	0.190	0.190	\$0.950
Other non-Commonwealth contributions ^(c)	0.606	0.606	0.606	0.606	0.606	\$3.030

(a) The estimated total budget does not reflect NCIS user charges

(b) Other Commonwealth contributions relates to funds from the Australian Competition and Consumer Commission, Australian Institute of Criminology and Safe Work Australia. These contributions are made via funding arrangements and access agreements based on the NCIS user charges. Funding agreements and user chargers are subject for renewal during the period of this agreement. Future budgets do not consider any new Commonwealth contributions that may be established during the five year period of this agreement.

(c) Other government contributions relates to funds from States and Territories and the New Zealand Government. These contributions are subject to review during the five year period.

20. Having regard to the agreed estimated costs of projects specified in this Agreement, a State or Territory will not be required to pay a refund to the Commonwealth if the actual cost of the project is less than the agreed estimated cost of the project. Similarly, the jurisdictions bear all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the jurisdictions to deliver projects cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

21. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.

Variation of the Agreement

22. The Agreement may be amended at any time by agreement in writing by both Parties.

Delegations

23. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

24. Either Party may give notice to other Party of a dispute under this Agreement.
25. Officials of both Parties will attempt to resolve any dispute in the first instance.
26. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

Interpretation

27. For the purposes of this Agreement:
28. Maintenance and improvement does not include major software development or the creation of new modules for the NCIS.

The Parties have confirmed their commitment to this agreement as follows:

**Signed for and on behalf of the
Commonwealth of Australia by**



**The Honourable Greg Hunt MP
Minister for Health**

Date: 25-5-2020.....

**Signed for and on behalf of the
State of Victoria by**



**The Honourable Jill Hennessy MP
Attorney General**

Date: 17/6/20.....